



THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

Edward C. Tannen
Assistant General Solicitor
Seaboard Coast Line Railroad Company

RECORDATION NO. 7558-164
Filed 1029

LAW DEPARTMENT
Writer's direct
telephone line:

MAR 23 1982 - 2 45 PM
INTERSTATE COMMERCE COMMISSION 359-3674
F&A 103911

Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

2-082A171
No.
MAR 23 1982
Date.....
Fee \$.....
ICC Washington, D. C.

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303, counterparts Nos. 1 through 4 of a Supplemental Agreement dated as of March 15, 1982, to Conditional Sale Agreement and Assignment thereof, both dated as of June 1, 1974 filed with your Commission on July 2, 1974, at 3:15 p.m., and assigned Recordation No. 7558. Counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the Supplemental Agreement.
 - (a) Agent-Assignee - Mercantile-Safe Deposit and Trust Company, Post Office Box 2258, Baltimore, Maryland 21203
 - (b) Vendee - Seaboard Coast Line Railroad Company, 500 Water Street, Jacksonville, Florida 32202
2. Description of equipment covered by Supplemental Agreement

Identifying Marks

OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED
WITH THE INTERSTATE COMMERCE COMMISSION.

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R. Mech. Designation</u>	<u>No.</u>	<u>SCL Road Number</u>
Covered Hopper Cars	100-ton	LO	5	243841 - 243845

3. Counterparts Nos. 2 through 4 of the above-mentioned documents should be returned to the undersigned at 500 Water Street, Jacksonville, Florida 32202.

I am enclosing this Company's check covering the recordation fee for the above mentioned document.

Yours very truly,

Edward C. Tannen

Edward C. Tannen

MAR 23 1982 -2 45 PM

INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of March 15, 1982, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation of Maryland (hereinafter called Mercantile), and SEABOARD COAST LINE RAILROAD COMPANY, a corporation of Virginia (hereinafter sometimes called the Railroad), to the Conditional Sale Agreement (hereinafter called the Agreement), dated as of June 1, 1974, between the Railroad, Pullman Incorporated (Pullman-Standard Division), and Greenville Steel Car Company, which was assigned to Mercantile by an Agreement and Assignment, also dated as of June 1, 1974;

W I T N E S S E T H:

THAT WHEREAS, Article 8 of the Agreement provides for other equipment procured for the transportation services of the Railroad to be substituted for any of the Equipment having suffered a Casualty Occurrence, as described therein and for such other equipment to be included as part of the Agreement; and

WHEREAS, it has been deemed desirable to procure and include in the Agreement other equipment for substitution under the Agreement; and

WHEREAS, the Railroad has been duly authorized by resolutions adopted by its Board of Directors to execute and carry out this Supplement;

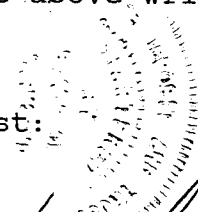
NOW, THEREFORE, the following described units of standard-gauge railroad equipment shall constitute an accession to the Equipment under the Agreement as defined therein and shall be subject to all appropriate terms and conditions of the Agreement as though part of the original Equipment delivered thereunder and shall be included in the term "Equipment" as used in the Agreement, to wit:

Five (5) 100-ton 4750 cu. ft. covered hopper cars bearing road numbers SCL 243841-243845, inclusive.

In order to facilitate the filing and recording of this Supplement in accordance with Article 8 of the Agreement, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting in accordance with the terms and conditions of the Agreement, have caused these presents to be duly executed as of the day and year first above written.

Attest:

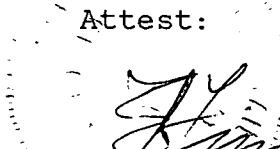

J. W. Goodmouth
Authorized Officer

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

By


Assistant Vice President

Attest:


J. W. Goodmouth
Assistant Secretary

SEABOARD COAST LINE RAILROAD
COMPANY

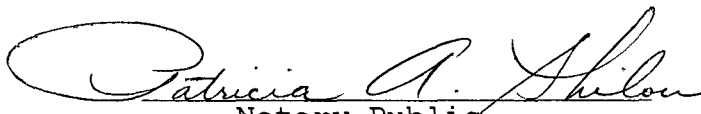
By

H. L. Smyser
Vice President-Treasurer

STATE OF MARYLAND)
)
CITY OF BALTIMORE)

SS:

On this 16th day of March, 1982,
before me personally appeared R. E. Schreiber, to me personally
known, who being by me duly sworn, says that he is
ASSISTANT VICE PRESIDENT of Mercantile-Safe Deposit and Trust
Company, that one of the seals affixed to the foregoing
instrument is the corporate seal of said corporation, that said
instrument was signed and sealed on behalf of said corporation
by authority of its Board of Directors, and he acknowledged that
the execution of the foregoing instrument was the free act and
deed of said corporation.


Notary Public

My Commission Expires: 7-1-82

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

SS:

On this 11th day of March, 1982, before
me personally appeared H. L. Snyder, to me personally known, who
being by me duly sworn, says that he is Vice President-Treasurer
of Seaboard Coast Line Railroad Company, that one of the seals
affixed to the foregoing instrument was signed and sealed on
behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.


Notary Public

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 8, 1985
Bonded by American Fire & Casualty Company